

Enslaved Persons Working for the Wilmington & Raleigh Rail Road Company

Transcribed from Book Z page 221 through 224 in the archives of the New Hanover County Register of Deeds

July 29, 2014-Michael Mattocks, Whitney Hanner, Hung Nhuan Lac-Wigand

July 30, 2014-Revised

Verified by Fenina Khajanchi

Second Verification by Christine Ingram Hockaday and William Gene Kaleb Koch

(Unusual spellings maintained)

State of the North Carolina

This Indenture made and executed this the thirteenth day of May in the year of our Lord one thousand eight hundred and forty two between the Wilmington and Raleigh Rail Road Company of the State of North Carolina of the first part and James Anderson and Edwin Anderson Merchants Copartner in trade under the style of J&E Anderson of the town of Wilmington in the County of New Hanover in the State aforesaid and Thomas Cowan of the County of Brunswick in the State aforesaid of the second part Witnesseth that whereas the party of the first part is justly indebted to the aforesaid J&E Anderson in the sum of Two thousand two hundred and thirty three 58/100 dollars as appears by a certain bond or obligation bearing even date with these presents made by the said the Wilmington and Raleigh Rail Road Company payable to the said J&E Anderson or order on the first day of June next said bond being witnessed by the signature of the President and the seal of said Company and attested by James S. Green the Secretary thereof; and the said party of the first part being also indebted to the aforesaid Thomas Cowan in the sum of fifteen hundred dollars for wood sold and delivered to the said the Wilmington and Raleigh Rail Road Company and whereas it was expressly stipulated and so agreed upon by and between the parties to these presents that the said party of the first part would well and truly indemnify secure and save harmless the said parties of the second part from and against all loss or damage by reason of the indebtedness of the said party of the first part as aforesaid Now the refore this indenture Witnesseth that the said party of the first part in consideration of the premises and for better securing to the said parties of the second part the payment of the sums of money hereinbefore set forth as due and owing to them respectively and in conformity with the stipulation and agreement set forth in the premises and in further consideration of the sum of five dollars paid by the said parties of the second part to the said party of the first part at and before the sealing and delivery of these presents the receipt of which is hereby acknowledged hath granted bargained and sold and by these presents both grant bargained sell and assign unto the said parties of the second part their

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executors administrators and assigns all and singular the goods and chattels and other personal property hereinafter more particularly expressed and mentioned that is to say nine hundred and eighty cords of Pine Wood now lying on the wharf belonging to the said party of the first part at the northern end of the town of Wilmington aforesaid, three thousand pounds of Copper a portion of which has been used and the residue being new, ten thousand feet of oak plank three thousand feet of White Pine Boards, fifty thousand feet of Rail Road Scantling, one new iron boiler of a steam engine, sixty tons of Coal, seventy barrels of Pork, four thousand pounds of Bacon, six hogsheads of Molasses, seven bags of Coffee, three barrels of Sugar, two mules three carts and one dray: the good and chattels before mentioned being at this time at the Depot of the said party of the first part at the northern end of the town of Wilmington aforesaid: also all the right, title and interest of the said party of the first part in and to the negro slaves hereinafter named being the residue of the term for which said slaves have been hired by the said party of the first part that is to say – Cato Ruffin, Jacob Henderson Jeffry, Randall, Garrett, Solomon, Shermout Wright, Sam, King and Jacob employed by the said party of the first part in the County of New Hanover aforesaid also Anthony, Fielding Joe, Charles, Peter, Adam, Frank, William, Tony, Peter, Wiley, Henry and Haywood employed in the County of New Hanover and the County of Duplin also Primus, Joe, Joe (Faison) abram, Tom, Willis, Luke and Isaac employed in the County of Duplin also Stephen, Lirris, Yancy Owen, Abraham, Britton, Ben, Willis, Richmond, Jacob, Nelson, Cato, Hannibal, Ned, Peter, Littleton, Hunson, Stephen, Unell, Virgil, Squire Harriss, Royall, April, Calvin, Dick and Dan, also employed in the County of Duplin, also Charles, Jack, Peter, Sam, and Simon employed in the County of Wayne also Nat, Ellick, Riley, Gaston, Bill, John, George Stephen, Anderson, Tom, Ishmael, John, Henry, Carry, Adam, Peter Miles, Albert, Jordan, Allen, Lewis, Prince, Ashberry, Moses and Gabriel employed in the County of Edgecombe, also Jim, Abraham, Jeffrey; Doctor Hercules, Jim, Charles, John, Ambrose, Ned, Ellick, Billy, Arnold, Isham and Elisa employed in the County of Halifax also Scipio, Sam, Britton Mack and George also in the County of Halifax also Fell, Pompey, Benford Ben, Simon, George, Jim, Robert, Ireland, Jim, Renty, Ben, John Mary Love, Henry, Fanny, Henry, Sam, Jim, Zanjio, Sam Clarke, Tom Bryan, Dick, David, Robert, Bill, Zekiel, Eli, Will David, Robert, Bill McNiell, Jim, Jack, Hary Geer, Charles, Sam Damon, John, Nathan & Henry employed at or about the Depot of the said party of the first part at the northern end of the town of Wilmington aforesaid and all the right title and interest of the said party of the first part of in and to the goods and chattels and negro slaves aforesaid. To have and to hold the same unto the said parties of the second part their executors administrators and assigns as their own proper goods chattels and negro slaves. Provided nevertheless that in case the said party of the first part shall well and truly pay to the said parties of the second part their executors administrators or assigns the several sums of money hereinbefore set forth as due and owing by the said party of the first part to the said parties of the second part respectively on the thirteenth day of November next ensuing the date of these presents being six months from the date hereof with such interest as may

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have accrued thereon then these presents and every herein contained shall cease and be absolutely void any thing herein before contained to the contrary notwithstanding. And the said party of the first part doth covenant, promise and grant to and with the said parties of the second part their executors and administrators that the said party of the first part shall and will well and truly pay or cause to be paid to the said parties of the second part their executors administrators or assigns the said sums of money hereinbefore set forth as due and owing to the said parties of the second part respectively at the day and time before mentioned for the payment thereof according to the true intent and meaning of the proviso or condition aforesaid. And it is hereby also declared and agreed by and between the parties to these presents that untill default shall happen to be made in the payment of the several sums herein before stated as due and owing to the said parties of the second part respectively at the day or time herein before appointed for the payment thereof contrary to the tenor and effect of the proviso herein before contained it shall be lawful for the said party of the first part to hold make use of, and possess the aforesaid goods and chattels and negro slaves hereby conveyed without any manner of hindrance or disturbance of or by the said partys of the second part their executors or administrators – and lastly it hereby expressly declared and so understood that in consideration of the premises the said parties of the second part their executors or administrators shall not, nor will untill default shall be made in the payment of the sums of money due and owing as herein before stated to the said parties of the second part respectively on the day or time limited for the payment thereof in and by the proviso for redemption herein before contained bring, commence, or institute any action suit or process against the said party of the first part for the recovery of the said debts or any part thereof. In witness whereof the President and Directors of the Wilmington and Raleigh Rail Road Company have here unto set the corporate seal of said Corporation by the hands the President Edward B. Dudley and the said President hath hereunto subscribed his name the day and year first herein before written

Edward B. Dudley President
W&R.R.RCo

In presence of Robert Fenner

State of North Carolina
County of New Hanover

The execution of this instrument of writing was proven before me by Robert Fenner
subscribing witness thereto - let it be registered 3rd June 1842

Witness L.H. Mansteller – Clk

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Received for registration 3rd June 1842.
Recorded same day.

Witness Talcott Burr Jr. Register